

# CONTRACT AWARD NOTIFICATION

## SPECIFICATION NO.02-238

### ANNUAL REQUIREMENTS FOR PREVENTATIVE MAINTENANCE SERVICES FOR AUTOMOBILES AND LIGHT TRUCKS

**DATE:** December 23, 2005

**CONTRACT PERIOD:** Jan.1,2006 thru Dec.31, 2006

**CONTRACTOR:** Nebraska Lube LLC/Texaco Xpress Lube  
6121 S. 58<sup>th</sup> Ste C  
Lincoln NE 68516

**PURCHASING DIVISION**  
**K-STREET COMPLEX**  
**440 SOUTH 8<sup>TH</sup> STREET**  
**LINCOLN, NEBRASKA 68508**  
**(402) 441-7410**

**Company Representative:** Terry Luft  
**Telephone No.:** 402/416-1844  
**FAX No.:** 402/421-7785  
**E-Mail Address:** tluft@alltel.net

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

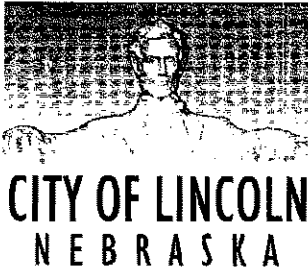
Item	Item Description	PM Level "A"	PM Level "B"	PM Level "C"
1.	Subcompact Automobiles	\$19.99	\$25.99	\$99.99
2.	Intermediate Automobiles	\$19.99	\$25.99	\$99.99
3.	2WD Compact Trucks	\$19.99	\$25.99	\$110.99
4.	4WD Compact Trucks	\$19.99	\$25.99	\$135.99
5.	2WD Standard Pickup Trucks:			
	Chev. C10/1500, Ford F150	\$19.99	*\$25.99	*\$110.99
	Chev. C20/2500, Ford F250	\$19.99	*\$25.99	*\$110.99
	Chev. C30/3500, Ford F350	\$19.99	*\$25.99	*\$110.99
6.	4WD Standard Pickup Trucks:			
	Chev. C10/1500, Ford F150	\$19.99	*\$25.99	*\$135.99
	Chev. C20/2500, Ford F250	\$19.99	*\$25.99	*\$135.99
	Chev. C30/3500, Ford F350	\$19.99	*\$25.99	*\$135.99
7.	Standard Van:			
	Ford E150, or equivalent	\$19.99	*\$25.99	*\$110.99
	Ford E250, or equivalent	\$19.99	*\$25.99	*\$110.99
	Ford E350, or equivalent	\$19.99	*\$25.99	*\$110.99
8.	SUVs	\$19.99	*\$25.99	*\$135.99
9.	Mini Vans 4WD, AWD & RWD	\$19.99	*\$25.99	*\$135.99
*Add \$5.00 to '96 & above Chev.trucks				
*Add \$5.00 to '97 & above Ford trucks & vans				

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

F/sharpurch/awardnotification/co02338n

E.O. #75114  
Dated: 12/21/05



Purchasing Division / Finance Department  
 Vince M. Mejer, Purchasing Agent  
 440 South 8th Street  
 Suite 200, Southwest Wing  
 Lincoln, Nebraska 68508

402-441-7410  
 fax: 402-441-6513



MAYOR COLEEN J. SENG

lincoln.ne.gov

October 17, 2005

Nebraska Lube LLC/Texaco Xpress Lube  
 6121 S. 58<sup>th</sup> Sta. C.  
 Lincoln, NE 68516

ATTENTION: Mr. Terry Luft

**RE: ANNUAL REQUIREMENTS FOR PREVENTATIVE MAINTENANCE SERVICES FOR AUTOMOBILES AND LIGHT TRUCKS - SPECIFICATION 02-238**

In accordance with the terms and conditions of the above referenced contract, the City of Lincoln/Lancaster County Desires to **renew the contract** for one (1) additional term beginning January 1, 2006 thru December 31, 2006.

It is understood that all terms of payment and other conditions of the original contract will remain unchanged during the renewal term.

As evidence of your company's desire to renew the above referenced contract under its original terms and conditions, please countersign all three letters below. Please mail all three letters and a current insurance certificate back to our office by **October 24, 2005** for processing of the contract renewal by the City of Lincoln/Lancaster County. After the renewal has been signed and an Executive Order issued, you shall receive an Award Notification and your copy of the contract by mail.

Your Certificate of Insurance must be current, must be registered in your company name as stated on the contract and must read **City of Lincoln/Lancaster County as Additional Insured** in the Description of Operations / Locations / Vehicles / Exclusions Added by Endorsements / Special Provisions section of the Accord section.

*If your company should choose **not** to renew this contract in its original form, please state on your letterhead the reasons and return to the City of Lincoln/Lancaster County. Attn: Tom Kopplin*

Vince M. Mejer  
 Purchasing Agent

Official City Use Only

Nebraska Lube LLC  
 Company Name  
6121 So 58th St Suite C Lincoln NE 68516  
 Company Address  
402-416-1844  
 Phone No.  
402-421-7785  
 FAX No.  
tluft@a1ltel.net  
 E-Mail Address  
Terry Luft  
 By(print)  
Operations  
 Title  
10-26-05  
 Date  

 Signature

Official City Use Only	
Dated this <u>21</u> day	
of <u>Dec</u>	2005
Coleen J Seng, Mayor	

**CONTRACT AGREEMENT  
FOR  
ANNUAL REQUIREMENTS FOR  
PREVENTIVE MAINTENANCE SERVICES FOR  
AUTOMOBILES AND LIGHT TRUCKS**

THIS CONTRACT, made and entered into this 5<sup>th</sup> day of November, 2002, by and between Nebraska Lube LLC dba Texaco Xpress Lube hereinafter called the contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

**Annual Requirements for Preventative Maintenance Services for Cars and Light Trucks**

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Bid in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Bids submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Bid, a copy thereof being attached to and made a part of this Contract;

**EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this service, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendent, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute, construct, and complete all Work included in and covered by the City's/County award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Bid, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

The Work included in this contract shall begin January 1, 2003. The contract shall be one year from date of executed contract, with option to renew for two (2) additional one year periods.

INSURANCE:

Within fourteen (14) calendar days after bid award, the successful bidder must execute a written contract.

Furnish evidence of insurance in accordance with the City of Lincoln, insurance requirements.

The Contract Documents comprise the Contract, and consist of the following:

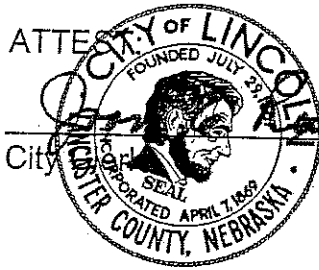
1. The Instructions to Bidders
2. The Contract Agreements
3. The Specifications
  - a. General Conditions
  - b. General Specifications
4. Bidder's Proposal

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract on this 27<sup>th</sup> day of Nov., 2002

**EXECUTION BY CITY**



CITY OF LINCOLN, NEBRASKA

(SEAL)

By: Don Wesely

Mayor

Approved by Executive Order No. 66411  
dated Nov 27, 2002.

**EXECUTION BY CONTRACTOR**

Nebraska Lube LLC dba Texaco Xpress Lube  
(Company Name)

6121 South 58<sup>th</sup>, Ste. C, Lincoln, NE 68516  
(Address)

By: Terry Luft

(Signature)

Terry Luft  
(Printed Name)

COMPANY NAME TEXACO XPR

PROPOSAL  
SPECIFICATION NO. 02-238

BID OPENING TIME: 12:00 NOON  
DATE: October 30, 2002

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln and County of Lane for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bid, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, to sell to the City and the County the Below listed items for the performance of this Specification, complete every respect, in strict accordance with the contract documents at and for unit prices listed below.

THE ANNUAL REQUIREMENTS FOR:  
PREVENTATIVE MAINTENANCE SERVICES  
FOR  
AUTOMOBILES AND LIGHT TRUCKS

BIDDING SCHEDULE

ITEM	ITEM DESCRIPTION	PM LEVEL "A"	PM LEVEL "B"	PM LEVEL "C"
1.	SUBCOMPACT AUTOMOBILES	1999	2599	9999
2.	INTERMEDIATE AUTOMOBILES	1999	2599	9999
3.	2WD COMPACT TRUCKS	1999	2599	11099
4.	4WD COMPACT TRUCKS	1999	2599	13599
5.	2WD STANDARD PICKUP TRUCKS:			
	CHEV. C10/1500, FORD F150	1999	* 2599	* 11099
	CHEV. C20/2500, FORD F250	1999	* 2599	* 11099
	CHEV. C30/3500, FORD F350	1999	* 2599	* 11099
6.	4WD STANDARD PICKUP TRUCKS:			
	CHEV. K10/1500, FORD F150	1999	* 2599	* 13599
	CHEV. K20/2500, FORD F250	1999	* 2599	* 13599
	CHEV. K30/3500, FORD F350	1999	* 2599	* 13599
7.	STANDARD VAN:			
	FORD E150, OR EQUIVALENT	1999	* 2599	* 11099
	FORD E250, OR EQUIVALENT	1999	* 2599	* 11099
	FORD E350, OR EQUIVALENT	1999	* 2599	* 11099
8.	SUVs	1999	* 2599	* 13599
9.	Mini Vans 4wd, AWD & RWD	1999	* 2599	* 13599

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\* Add \$15.00 to 1996 and above Chevrolet trucks.  
\* Add \$15.00 to 1997 and above Ford trucks and vans.  
Increase due to added cost of Air Filters on these models.

Company Name \_\_\_\_\_

9. List your service facilities within Lincoln, Nebraska, capable of performing the services:

- |                              |                                      |
|------------------------------|--------------------------------------|
| 1. <u>4800 Old Cheney Rd</u> | <u>48th &amp; Old Cheney</u> (South) |
| 2. <u>5111 "D" St.</u>       | <u>51st &amp; "D" St.</u> (Central)  |
| 3. <u>2615 Fairfield St.</u> | <u>27th &amp; Fairfield</u> (North)  |
| 4. _____                     | _____                                |

10. Vehicle drivers may deliver vehicles to any of the facilities listed in 9., above: Yes X; No \_\_\_\_\_.  
If no, please explain limitations: \_\_\_\_\_

11. Indicate here the amount of time required to perform the PM services:

Level "A" PM: 7-10 minutes.  
(not to exceed thirty [30] minutes)

Level "B" PM: 7-10 minutes.

Level "C" PM: 20-40 minutes.

12. Indicate here the brands of products to be used for the PM services:

Lubrication products: Texaco Havoline  
Filter elements: Furulator Texaco Havoline

BID SECURITY REQUIRED: No X

Contract Extension Renewal is an option: Yes X; No \_\_\_\_\_

TERM PRICE CLAUSE: BIDDER MUST STATE

- (a) Bid prices firm for the full contract period: X; or  
(b) Bid prices subject to escalation/de-escalation: \_\_\_\_\_.  
(c) If (b), state period for which prices will remain firm:  
Through \_\_\_\_\_.

COMPANY REP responsible for the administration of this Agreement:

NAME: Terry Luft  
TITLE: Operations  
PHONE NO. 402-416-1844

**AFFIRMATIVE ACTION PROGRAM:** Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority submit this proposal to the City, and to enter into a contract if this proposal is accepted.

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.

MARK OUTSIDE OF BID ENVELOPE SPEC. 02-238

Nebraska Lube LLC / Mr. Terry Loft

COMPANY NAME

BY (Signature)

6121 So 58th St C

STREET ADDRESS or P.O. BOX

(Print Name)

Lincoln NE 68516

CITY, STATE

ZIP CODE

(Title)

402-421-7780

TELEPHONE

(Date)

EMPLOYER'S FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER

BIDS MAY BE INSPECTED IN THE PURCHASING DIVISION OFFICES DURING NORMAL BUSINESS HOURS, AFTER TABULATION BY THE PURCHASING AGENT. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BIDDING DOCUMENTS.